

SECOND AMENDMENT TO OIL AND GAS LEASE
(To Extend Primary Term)

State: Texas
County: Tarrant
Lessor: Linda West, individually, 6470 Peden Rd, Fort Worth, Texas 76179
Lessee: Western Production Company, 801 Cherry St, Suite 3850, Unit #39, Fort Worth, Texas 76102
Effective Date: June 24, 2004

Whereas, Linda West, as Lessor, executed and delivered unto Western Production Company, as Lessee, that certain Oil, Gas and Mineral Lease (the "Lease"), dated June 24, 2004, and recorded in Instrument No. D204287105 of the Official Records of Tarrant County, Texas; and

Whereas, Lessor and Lessee agreed to execute that certain Amendment To Oil and Gas Lease (the "Amendment"), dated March 15, 2007, and recorded in Instrument No. D207094006 of the Official Records of Tarrant County, Texas; and

Whereas said Amendment had the effect of extending the primary term of the Lease for an additional one and a half (1.5) years.

It is the desire of Lessor and Lessee to further extend the primary term provided for in the Lease. For adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term of four and a half (4.5) years provided in the Lease, as amended, shall be five and a half (5.5) years from the original date of the Lease, having the effect of extending the primary term of the Lease, as amended, for an additional one (1) year. Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Second Amendment.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Second Amendment to extend the primary term of the Lease.

This Second Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Second Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Second Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

This Second Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date stated above.

Lessor

Linda West

Lessor

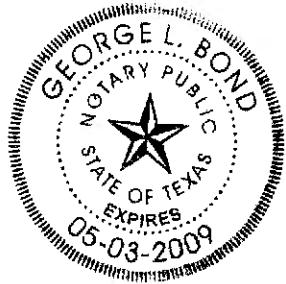
Lessee

George Bond

Individual Acknowledgment.

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this 16th day of October, 2008, by
Linda West, individually

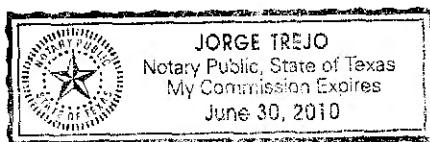


George L. Bond
 Notary Public in and for the State of Texas
 Printed Name: George L. Bond
 Commission Expires: 5-3-2009

Individual Acknowledgment.

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this 17th day of October, 2008, by
George Bond, landman, Western Production Company.



Jorge Trejo
 Notary Public in and for the State of Texas
 Printed Name: Jorge Trejo
 Commission Expires: 6/30/10

RETURN TO:

Western Production Company
801 Cherry Street, Suite 3850, Unit 39
Fort Worth, TX 76102



WESTERN PRODUCTION CO
801 CHERRY ST #3850 UNIT 39

FT WORTH TX 76102

Submitter: WESTERN PRODUCTION COMPANY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/20/2008 03:28 PM
Instrument #: D208400304
OPR 3 PGS \$20.00

By: _____



D208400304

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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